

**RESIDENTIAL SOLID WASTE AND RECYCLING
COLLECTION INTERLOCAL AGREEMENT**

This RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION INTERLOCAL AGREEMENT (this "*Agreement*") is made and entered into as of November, 2014, by and between Santa Rosa County, a political subdivision of the State of Florida, ("*COUNTY*"), and Emerald Coast Utilities Authority, a local governmental body, corporate and politic, which was formed by the Florida Legislature as an independent special district ("*ECUA*").

RECITALS

WHEREAS ECUA has passed a Resolution determining that it is necessary and appropriate for it to provide, operate, and maintain a Solid Waste and Recyclables Collection and Distribution system within that portion of Santa Rosa County, Florida which is north of the Yellow River and exercise all implied powers necessary or incidental to carrying out that function;

WHEREAS the Board of County Commissioners of COUNTY has approved that ECUA Resolution; and

WHEREAS the Parties desire to clarify the terms and conditions under which ECUA will provide Residential Solid Waste and Recyclables Collection and Distribution Services.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. **RECITALS.** The foregoing Recitals are true and correct and are hereby incorporated herein.

2. **DEFINITIONS.** The following words and expressions (or pronouns used in their stead) shall, wherever they appear in this Agreement, be construed as follows unless a different meaning is clear from the context. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, all words shall include the plural as well as the singular number and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

"**Acceptable Waste**" shall mean Solid Waste, including garbage, rubbish, refuse, residue, incidental amounts of household hazardous waste as permitted by the Florida Department of Environmental Protection, and other discarded solid or semi-solid materials resulting from domestic operations. Acceptable Waste also includes Bulk Waste, Recyclable Materials, Yard Trash, White Goods and E-Waste. Acceptable Waste shall not include regulated Hazardous Waste, Medical Waste, Biomedical Waste, Biological Waste, and Infectious Waste.

"**Agreement**" shall mean this Agreement including all attachments and amendments thereto.

"**Biomedical Waste**" means any Solid Waste or wastes which may present a threat of infection to humans. The term includes, but is not limited to, non-liquid human tissue and body parts; laboratory and veterinary waste which contains human-disease-causing agents; used disposable sharps, human blood,

and human blood products and body fluids; and other materials which, in the opinion of the Department of Health and Rehabilitative Services, represent a significant risk of infection to persons outside the generating facility.

"Biological Waste" means Solid Waste that causes or has the capability of causing disease or infection and includes, but is not limited to, Biomedical Waste, diseased or dead animals, and other wastes capable of transmitting pathogens to humans or animals.

"Board" shall mean the Board of County Commissioners of Santa Rosa County, Florida, which is the governing body of the COUNTY.

"Bulk Waste" shall mean any waste that requires additional management due to its bulk or weight and shall include household furniture, treated lumber, electronics, bicycles, and White Goods. Bulk Waste does not include any form of matter or debris resulting from tree removal, land clearing, or land development. Bulk Waste does not include Construction and Demolition Debris.

"Bulk Waste Residential Collection Service" means the Bulk Waste collection services provided to persons occupying Dwelling Units within the designated Service Area, including Dwelling Units located in mobile home parks who receive Collection services at curbside.

"Collection" means the process whereby Solid Waste, Bulk Waste, Yard Trash, Recyclable Material, E-Waste or White Goods is removed and transported to a Designated Facility.

"Commercial Business Establishment" means any establishment other than a residential dwelling, apartment complex, condominium complex or trailer park and shall be and shall include, but not be limited to, all retail, professional, wholesale and industrial facilities, manufacturing facilities, non-profit enterprises, governmental/public agencies, and any other commercial enterprises offering goods or services to the public.

"Compactor" means any container that has compaction mechanism(s) whether stationary or mobile, all inclusive.

"Construction and Demolition Debris" means discarded materials generally considered to be not water-soluble and nonhazardous in nature, including, but not limited to, steel, glass, brick, concrete, asphalt roofing material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, and including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing or land development operations for a construction project, including such debris from construction of structures at a site remote from the construction or demolition project site. The term also includes:

- (a) Clean cardboard, paper, plastic, wood, and metal scraps from a construction project.
- (b) except as provided in Section 403.707(9)(j), F.S., yard trash and unpainted, non-treated wood scraps from sources other than construction or demolition projects; scrap from manufacturing facilities that is the type of material generally used in construction projects and that would meet the definition of construction and demolition debris if it were generated as part of a construction or demolition project, including debris from the construction of manufactured homes and scrap shingles, wallboard, siding concrete, and similar materials from industrial or commercial facilities and;
- (c) de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries.

Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

"Contract Term" means the time from January 1, 2015 through December 31, 2017, plus any extension approved by both Parties as delineated in paragraph 2.3, below.

"COUNTY" shall mean Santa Rosa County, Florida, acting by and through its Board of County Commissioners.

"CPI" as used herein shall be the revised Consumer Price Index for All Urban Consumers South Urban for all items, not seasonally adjusted, published by the Bureau of Labor Statistics, U.S. Department of Labor. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties hereby agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available.

"Curbside" means that portion of the street right-of-way paralleling any public thoroughfare between the curb line and abutting property line. If ditching bisects the property and thoroughfare, the Curbside then becomes the roadside of the ditch. This designated location shall be as near as possible to the traveled streets. The intention of a Curbside designation is to allow Collection by the PROVIDER's personnel in a rapid manner with walking or reaching minimized. Provider shall not be required to enter private drives to provide collection.

"Curbside Residential Solid Waste Collection Service" means the Solid Waste Collection services provided to persons occupying Single-Family Dwelling Units or Multi-Family Dwelling Units within the designated Service Area, including Single-Family Dwelling Units located in mobile home parks who receive Collection services at Curbside, which utilize solid waste collection carts.

"Curbside Residential Yard Trash Collection Service" means the Yard Trash Collection services provided to persons occupying Single-Family Dwelling Units within the designated Service Area, including Single-Family Dwelling Units located in mobile home parks who receive Curbside Residential Solid Waste Collection Services.

"Designated Facility" means the facilities within Santa Rosa County, Florida designated by the COUNTY for delivery of Solid Waste, E-Waste, Yard Trash, Recyclable Materials, White Goods and Bulk Waste collected pursuant to this Agreement.

"Disposal" means the discharge, deposit, injection, dumping, spilling, leaking or placing of any Solid Waste or Hazardous Waste into or upon any land or water so that such Solid Waste or Hazardous Waste or any constituent thereof may enter other lands or be emitted into the air or discharged into any waters, including groundwater, or otherwise enter the environment.

"Dwelling Unit" shall mean any type of structure or building unit with kitchen facilities capable of being utilized for residential living other than a hotel or motel unit, including houses, condominiums, townhouses, apartments, efficiency apartments and mobile homes.

"Effective Date" means the date this Agreement becomes effective when executed by the parties.

"Electronics/E-Waste" means computers, monitors, keyboards, mice, terminals, printers, modems, scanners, cell phones, televisions and copiers, and other electronic equipment.

"Environmental Manager" means the COUNTY's Environmental Manager or such other person as designated in writing by the Board to represent the COUNTY in the administration and supervision of this Agreement.

"Excluded Waste" shall mean any and all debris and waste products generated by land clearing, construction, demolition or alteration and hauled away by the respective contractor, public works type construction projects whether performed by a governmental unit or by a contractor, materials deemed by the Environmental Manager to be hazardous waste and items not allowed at the COUNTY landfill or other approved landfill. Yard waste produced by landscape maintenance contractors which is required to be hauled by same, is also considered Excluded Waste. Excluded Waste also includes Biomedical Waste, Biological Waste, Radiological Waste, Infectious Waste, and Hazardous Waste, Commercial Waste and Industrial Waste.

"Hazardous Waste" means Solid Waste or a combination of Solid Wastes, (even though it may be part of delivered load of waste), which, because of its quantity, concentration, or physical, chemical, or infectious characteristics, may cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or environment when improperly transported, disposed of, stored, treated, or otherwise managed. Hazardous Waste shall include all such waste as defined by the Rules of the Florida Department of Environmental Protection Chapter 62-730 F.A.C., or 40 Code of Federal Regulations 261, or both, as either or both may be amended from time to time and to the extent either or both is applicable to the Disposal of waste in Florida. Hazardous Waste is not intended to include de minimus amounts of household hazardous wastes as defined by F.A.C. 62-701.100.

"Hotel or Motel" shall mean a structure or building units capable of being utilized for residential living where such unit or group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven (7) days or less. "Transient" has the meaning as defined in Chapter 509, Florida Statutes (1999), or its successor law.

"Household Furniture" means all movable compactable articles or apparatus, such as chairs, tables, sofas, mattresses, etc., for equipping a house.

"Infectious Waste" means those wastes that may cause disease or may reasonably be suspected of harboring pathogenic organisms. Included are wastes resulting from the operation of medical clinics, hospitals, and other facilities producing wastes which may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, contaminated clothing, and surgical gloves.

"Multi-Family Dwelling Unit" shall mean Dwelling Units containing two (2) or more individual Dwelling Units under one common roof. For purposes of this contract, any multi-family unit or any apartment or townhouse development or complex utilizing dumpster services, as opposed to solid waste carts, shall not be governed by the terms of this agreement.

"PROVIDER" means Emerald Coast Utilities Authority (ECUA).

"Recyclable Materials" means those materials which are capable of being recycled and which would otherwise be processed or disposed of as Solid Waste. Recyclable materials shall include newspapers (including inserts), corrugated cardboard, mixed paper (including brown paper bags, magazines, phonebooks, junk mail, white and colored paper, shredded paper in a bag, and paperboard), aluminum cans, plastic containers and bottles marked with SPI codes 1-7, glass bottles and jars, tin and ferrous cans, polycoated cartons, and other materials added upon agreement between the COUNTY and the

PROVIDER, when such materials have been either diverted from the remaining Solid Waste stream or removed prior to their entry into the remaining Solid Waste stream.

"Recycling Cart" means a wheeled container intended for automated collection of recyclable materials, and has a capacity of at least 64-gallons with an attached, tight-fitting lid.

"Recycling Facility" means the facility located at the Santa Rosa County Central Landfill to which Recyclable Materials are delivered so they may be transloaded and transported elsewhere for processing by a Third Party.

"Residential Recyclable Materials Collection Service" means the Recyclable Materials Collection services provided to persons occupying Single-Family Dwelling Units, including Single-Family Dwelling Units located in mobile home parks who receive Collection services at Curbside, and Multi-Family Dwelling Units within the designated Service Area.

"Residential Unit" shall mean one single-family dwelling unit or a multi-family dwelling unit to be served by individual solid waste carts.

"Service Area" means the area of Santa Rosa County, Florida which is north of the Yellow River, exclusively, except for designated entities utilizing vehicles with less than 15,000 pounds gvw, assigned to PROVIDER for the purpose of residential Solid Waste, Yard Trash, Bulk Waste Collection and Recyclable Materials Collection.

"Single-Family Dwelling Unit" shall mean Dwelling Units, including single-family residences, or any building or structure containing fewer than two (2) individual Dwelling Units under one common roof. Recreational vehicles not located in recreational vehicle parks and mobile homes shall be considered Single-Family Dwelling Units for the purposes of this agreement.

"Solid Waste" means garbage, rubbish, refuse, trash, or other similar discarded material resulting from domestic operations. It excludes Yard Trash, Bulk Waste, and Recyclable Materials.

"Solid Waste Cart" means a wheeled container intended for automated solid waste collection, and has a capacity of either 64 gallons or 96 gallons with an attached, tight-fitting lid.

"White Goods" means discarded washers, dryers, refrigerators, ranges, microwave ovens, water heaters, freezers, small air conditioning units, and other similar domestic large appliances.

"Yard Trash" means vegetative matter resulting from landscaping maintenance, including accumulation of lawn, grass, shrubbery cuttings or clippings and dry leaf rakings, palm fronds, small tree branches (which shall not exceed six [6] feet in length, six [6] inches in diameter, and 50 pounds or less per bundle), bushes or shrubs, green leaf cuttings, fruits, or other matter usually created as refuse in the care of lawns and yards, except large branches, trees, or bulky or non-containerized material not susceptible to normal loading and Collection in loader packer type sanitation equipment used for regular Collections from domestic households. Yard Trash does not include treated wood or any form of matter or debris resulting from tree removal, land clearing, land development, building demolition, home improvement, or waste generated by tree surgeons. Additionally, Yard Trash does not include debris generated by landscapers or lawn maintenance services when removed from the origination site and placed on another property for pick-up by PROVIDER.

"Yard Trash Receptacle" means a rigid plastic container, plastic bag, Kraft paper bag, or other container type suitable for Collection of Yard Trash, which is provided by the customer and approved by the

PROVIDER and the COUNTY. Such receptacle shall not weigh more than fifty (50) pounds including its contents.

ARTICLE 2. EXCLUSIVE SERVICE RIGHT

2.1 SERVICE AREA

The Board does hereby grant PROVIDER the right, privilege, easement and service right to provide collection service for Solid Waste, Yard Trash, Bulk Waste, E-Waste and Recyclable Materials to all Dwelling Units within the Service Area. Such right, privilege, easement and right shall not extend to the Collection of Biomedical Waste, Biological Waste, Construction and Demolition Debris, Hazardous Waste, Infectious Waste, Radiological Waste, Commercial Waste, Industrial Waste, and Items for Special Pickup. The service right shall be exclusive of all other entities except Allied Waste Services of North America, Creek Waste & Recycling, LLC., J&L Garbage Services, Waste Pro of Florida, Waste Management of Florida, and Mark Dunning Industries (Military Only), which are allowed to continue to provide residential solid waste service utilizing only vehicles of less than 15,000 pound gvwr. The Service Area shall consist of the following areas within Santa Rosa County, Florida, known as Area "A":

See Exhibit "A," attached hereto.

2.2 EFFECTIVE DATE AND COMMENCEMENT DATE

This Agreement shall become effective when executed by both parties. The service commencement Date shall be January 2, 2015. In order to facilitate the implementation of this Agreement and the provision of services thereunder, COUNTY will allow PROVIDER and its contractor to utilize an area at the Santa Rosa County Landfill during the months of December, 2014 and January, 2015 for the staging and delivery of Solid Waste Carts, and Recycling Carts to customers for use in Santa Rosa County, Florida.

2.3 TERM

The initial term of this Agreement shall commence on January 2, 2015, and end on December 31, 2017. The term of this Agreement may be renewed for three (3) additional terms of three (3) years commencing at the end of the initial term by mutual written agreement of both parties. In the event that the PROVIDER desires to renew the contract, the PROVIDER shall provide to COUNTY a written Notice of Intent to Renew no less than 180 days prior to contract expiration.

ARTICLE 3. COLLECTION SERVICES

3.1 CURBSIDE RESIDENTIAL SOLID WASTE COLLECTION SERVICE

3.1.1 Frequency of Collection: The PROVIDER shall collect all Solid Waste from Residential Units within the Service Area (exclusive of Milton) two (2) times per week, with collections at least three (3) days apart (i.e., Monday/Thursday, Tuesday/Friday, or Wednesday/Saturday).

3.1.2 Point of Pickup of Solid Waste: Subject to the Limitations in Article 17, the PROVIDER shall be required to pick up all Solid Waste generated from Dwelling Units which has been placed in a solid waste cart and placed Curbside or as such other single Collection point as may be agreed upon by the PROVIDER and the customer. For purposes of automated pickup, solid waste carts shall be placed within three (3) feet of the edge of pavement, back of curb, or edge of travel lane on dirt roads. In the event an appropriate location cannot be agreed upon, the Environmental Manager shall designate the location. The PROVIDER shall provide this service, without additional charge, at the rear or side of the residence for qualified handicapped persons. Application for such handicap services shall be made by the customer providing to the PROVIDER, on a form approved by the COUNTY, proof of handicap status as required by Section 320.0848 (1)(b), Florida Statutes, and certifying that no able-bodied person over the age of eighteen (18) resides in the household.

The PROVIDER shall be required to pick up all Solid Waste generated from multi-family dwelling units placed in solid waste carts and placed at the curb or other such location as will provide ready accessibility to the PROVIDER's collection vehicle and crew.

3.1.3 Method of Collection: The PROVIDER shall provide Curbside Collection. The customer will place Solid Waste in the Solid Waste Cart and place it Curbside. No Solid Waste Cart, including the Solid Waste Cart and its contents, shall exceed 150 pounds. The PROVIDER will place the empty Solid Waste Cart Curbside.

3.2 CURBSIDE RESIDENTIAL YARD TRASH COLLECTION SERVICE

3.2.1 Frequency of Collection: The PROVIDER shall collect Yard Trash from Residential Units within the Service Area biweekly, i.e. once every two weeks.

3.2.2 Point of Pickup of Yard Trash: Collection of Yard Trash shall be at Curbside or other such locations as will provide ready accessibility to the PROVIDER'S collection crew and vehicle and agreed to by PROVIDER and customer. In the event an appropriate location cannot be agreed upon, the Environmental Manager shall designate the location.

3.2.3 Preparation of Yard Trash for Collection: The PROVIDER shall pick up Yard Trash generated from Residential Units which has been properly prepared and stored for Collection as follows:

- (a) Residents are responsible for separating Yard Trash from all other Solid Wastes, Bulk Waste and Recyclable Materials. Grass clippings, leaves, pine needles, trimmings and other such materials must be in a Yard Trash Receptacle.
- (b) Yard Trash shall be placed in Yard Trash Receptacles or bundles of less than fifty (50) pounds each. Items such as tree limbs, palm fronds, etc., shall be cut in lengths of no greater than six (6) feet, diameter less than six (6) inches, and be less than 50 pounds per bundle. Bundles must be tied/bound.

3.3 RESIDENTIAL RECYCLABLE MATERIALS COLLECTION SERVICE

3.3.1 Frequency of Collection for Residential Units: The PROVIDER shall collect Recyclable Materials from Residential Units within the Service Area one (1) time per week.

3.3.2 Point of Pickup of Recyclable Material Residential Units: Collection of Recyclable Material shall be at Curbside or other such locations as will provide ready accessibility to the PROVIDER'S Collection crew and vehicle as agreed to by PROVIDER and customer. In the event an appropriate location cannot be agreed upon, the Environmental Manager shall designate the location. The PROVIDER shall provide this service, without additional charge, at the side of the residence and visible from the street for qualified handicapped persons. Application for such handicap services shall be made by the customer providing to the PROVIDER, on a form approved by the COUNTY, proof of handicap status as required by Section 320.0848 (1)(b), Florida Statutes and certifying that no able-bodied person over the age of eighteen (18) resides in the household.

3.3.3 Preparation of Recyclable Material for Collection: The PROVIDER shall pick up all Recyclable Materials generated from Residential Units which have been properly prepared and stored for Collection as follows:

- (a) Residents are responsible for separating Recyclable Materials from all other Solid Wastes, Yard Trash and Bulk Wastes. Recyclable Materials to be collected by the PROVIDER include newspapers (including inserts), corrugated cardboard, mixed paper (including brown paper bags, magazines, phonebooks, junk mail, white and colored paper, shredded paper in a

bag, and paperboard), aluminum cans, plastic containers and bottles marked with SPI codes 1-7, glass bottles and jars, tin and ferrous cans, and polycoated cartons. Additional materials may be added for Collection with approval of the PROVIDER and COUNTY.

(b) Recyclable Materials shall be placed in Recycling Carts.

3.3.4 Method of Collection: The PROVIDER shall provide Curbside Collection. The customer will place Recyclable Materials in the Recycling Cart and place it Curbside. No Recycling Cart, including the Recycling Cart and its contents, shall exceed 150 pounds. The PROVIDER will place the empty Recycling Cart Curbside.

3.3.5 Public Awareness Program: The PROVIDER shall implement a promotional and public education program to inform and encourage residents to use the Recycling Collection Services.

3.4 BULK WASTE RESIDENTIAL COLLECTION SERVICE

3.4.1 Frequency of Collection: The PROVIDER shall collect Bulk Waste from Residential Units on normally scheduled days of collection upon the request of the customer. Such collection shall be limited to Bulk Waste generated at the said Residential Unit.

The PROVIDER shall collect Bulk Waste within three (3) days of receiving a request for such pickup. Bulk Waste services is limited to two (2) cubic yards per pick up per Dwelling Unit.

3.4.2 Point of Pickup of Bulk Waste: Collection of Bulk Waste shall be at Curbside or other such locations as will provide ready accessibility to the PROVIDER'S Collection crew and vehicle. In the event an appropriate location cannot be agreed upon, the Environmental Manager shall designate the location.

3.4.3 Method of Collection: PROVIDER shall collect Bulk Waste in a manner that allows separation of White Goods, E-Waste, and other recyclables, as identified by the COUNTY.

3.5 ADDITION OF NEW CUSTOMERS

The PROVIDER shall provide Collection to new residential customers within seven (7) days of their subscription to PROVIDER's services.

3.6 HOURS OF COLLECTION

All Collections shall begin no earlier than 7:00 a.m., and shall cease no later than 7:00 p.m., Monday through Saturday. In the case of an emergency, Collection may be permitted at times not allowed by this paragraph, provided the PROVIDER has received prior approval from the Environmental Manager in writing. Should the PROVIDER not confirm and obtain in writing the approval to operate on an emergency basis, it shall be conclusively presumed that the PROVIDER had not obtained such approval. No Collection shall occur on Sundays or holidays, as defined herein, except in a time of emergency.

3.7 HOLIDAYS

The PROVIDER will not provide service on the following holidays: New Year's Day, Thanksgiving, Christmas Eve, and Christmas Day. If the regular Collection Day for any Solid Waste or Yard Trash route(s) falls on any of the aforementioned holidays, the PROVIDER shall collect such Solid Waste and Yard Trash on the next regularly scheduled Collection Day for that route. If the regular Collection Day for any Recyclable Materials route(s) falls on any of the aforementioned holidays, the PROVIDER shall collect such recyclable Materials on or before the Saturday immediately following the holiday. The PROVIDER shall notify all affected customers of the holiday schedule at least two (2) weeks prior to the holiday.

3.8 NON-COLLECTION NOTICE

3.8.1 The PROVIDER is not required to collect Solid Waste, Yard Trash, Bulk Waste or Recyclable Materials that have not been placed out for Collection in accordance with the provisions of this Agreement and any amendments thereto. If not collected, PROVIDER shall immediately place a notice on the receptacle, bin or waste explaining why the material was not collected.

3.8.2 The design and content of the non-collection notice used by the PROVIDER shall be subject to the approval of the Environmental Manager. At a minimum, the notice shall provide the following information regarding the non-collection event: date, reason for non-collection, information that will allow the customer to correct the problem for future Collections, and a local customer service telephone number for questions.

3.9 MIXING OF LOADS

3.9.1 The PROVIDER shall collect Solid Waste, Yard Trash, and Recyclable Materials separate from each unless allowed by written approval of the Environmental Manager, except that White Goods and E-waste may be co-mingled with each other. White Goods and E-waste may not be combined with any other material.

3.9.2 Any waste, of any type, ~~Solid Waste~~ collected pursuant to this agreement, shall be disposed of in COUNTY's Designated Disposal Facility. In the event that PROVIDER co-mingles any said waste with waste which is not collected in Santa Rosa County pursuant to this agreement (i.e. from commercial sources or from outside PROVIDER's exclusive area, etc.) then the entire co-mingled load shall be disposed of pursuant to this agreement in COUNTY's Designated Disposal Facility.

3.10 SOLID WASTE CARTS AND RECYCLING CARTS

3.10.1 Provision of Solid Waste Carts and Recycling Carts: The PROVIDER, at its own expense, is responsible for providing each Single-Family Dwelling Unit with one (1) Solid Waste Cart that subscribes for collection service. A Recycling Cart will be offered upon subscription to all customers at no additional charge. Customers that do not elect to utilize a Recycling Cart at the time of subscription can request a Recycling Cart at any time for no additional charge.

3.10.2 Maintenance and Replacement of Carts: The PROVIDER is responsible for maintenance and repair of Solid Waste Carts and Recycling Carts. The PROVIDER, at its own expense, shall repair or replace damaged, destroyed or stolen Solid Waste Carts and Recycling Carts within three (3) working days of when notified by the COUNTY or customer. PROVIDER shall have the right to charge customers for the repair or replacement Solid Waste Carts and Recycling Carts if the repair or replacement is necessary for reasons other than normal wear and tear.

3.10.3 Additional Carts: PROVIDER shall provide additional Solid Waste Carts or Recycling Carts to customers upon request for an additional fee as listed on Exhibit "B."

3.10.4 Bear Resistant Carts: PROVIDER shall provide one bear-resistant cart in lieu of a solid waste or recycling cart upon the request of the customer. Such cart shall be provided for an additional fee as listed on Exhibit "B." Additional bear-resistant carts may be obtained for the same additional fee.

3.10.5 Inventory of Carts: The PROVIDER shall maintain an adequate supply of Solid Waste Carts and Recycling Carts and parts to repair or replace such Carts in accordance with this Agreement.

3.10.6 Ownership: PROVIDER shall retain ownership of Solid Waste Carts and Recycling Carts provided by the PROVIDER.

3.11 VACANT LOTS

The PROVIDER shall not be responsible for the Collection of Solid Waste, Yard Trash, Recyclable Materials or Bulk Waste on vacant lots.

ARTICLE 4. TITLE TO WASTE AND RECYCLABLE MATERIALS

The COUNTY shall have title to all Solid Waste, Yard Trash, Bulk Waste, White Goods, E-Waste, and Recyclable Materials upon collection.

ARTICLE 5. UTILIZATION OF DESIGNATED FACILITIES

All Solid Waste, Yard Trash, Bulk Waste, White Goods, E-Waste and Recyclable Materials collected by PROVIDER pursuant to this Agreement must be delivered to a Designated Facility. Unless otherwise directed by the Environmental Manager, the Designated Facility for Solid Waste, Yard Trash, Bulk Waste, White Goods, E-Waste and Recyclable Materials is the Santa Rosa County Central Landfill. Bulk Waste, when and if collected separately, shall be disposed of in the Class 3 drop-off area, except for white goods and E-Waste which shall be placed in a specified area. PROVIDER's driver shall notify the attendants at the Santa Rosa County Central Landfill if it is known that the load includes treated wood. Loads that include treated wood shall be disposed in the Central Landfill Class One or designated area. Likewise, Yard Trash shall be disposed of at a specified drop off-area at the Santa Rosa County Central Landfill. PROVIDER shall pay all fees associated with disposal at the Designated Facility.

ARTICLE 6. COLLECTION ROUTES AND SCHEDULES

For residential Collection, the PROVIDER shall provide the Environmental Manager, in a format acceptable to the Environmental Manager, the schedules for all Collection routes and keep such information current at all times. In the event of a permanent change in routes or schedules that will alter the day of pick-up, the PROVIDER shall notify the COUNTY in writing at least thirty (30) days prior to such change. The PROVIDER shall notify all affected customers in writing or other manner approved by the Environmental Manager not less than two (2) weeks prior to the change.

ARTICLE 7. COLLECTION EQUIPMENT

7.1 GENERAL PROVISIONS

7.1.1 The PROVIDER shall have on hand at all times and in good working order such equipment as shall permit the PROVIDER to adequately and efficiently perform its contractual duties. Equipment shall be obtained from nationally known and recognized manufacturers of Solid Waste Collection and Disposal equipment.

7.1.2 Upon execution of this Agreement, and semi-annually thereafter, the PROVIDER shall provide in a format specified by the Environmental Manager, a list of Collection vehicles used by the PROVIDER to provide services relating to this Agreement.

7.1.3 Equipment for collecting Solid Waste, Yard Trash, and Recyclable Materials shall be of the enclosed loader packer type and all equipment shall be kept in good repair, appearance and in a sanitary and clean condition at all times. All truck bodies shall be watertight to a depth sufficient to prevent discharge of accumulated water during loading and transport operations, with solid metal sides, and covered metal top.

7.1.4 The PROVIDER shall have available reserve equipment, which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the PROVIDER to perform the contractual duties.

7.1.5 All vehicles used to provide Collection under this Agreement shall be equipped with safety equipment including a fire extinguisher, a shovel and broom, a spill kit, and an audible backup warning device as required by the Department of Transportation.

7.1.6 All vehicles used for Collection of White Goods under this Agreement shall be equipped with appropriate ancillary equipment so as to avoid breakage of such equipment of Freon lines during Collection.

7.2 IDENTIFICATION

PROVIDER must put on each side of its trucks the following: (a) the name of PROVIDER, (b) its local customer service telephone number, and (c) the number of the vehicle. The letters and numbers shall be not less than three (3) inches in height. PROVIDER shall also put the truck number on the front passenger-side bumper in numbers not less than four (4) inches in height.

7.3 RIGHT TO INSPECT

PROVIDER shall permit COUNTY staff to inspect the vehicles, equipment, licenses and registrations at any reasonable time. The COUNTY reserves the right to inspect each vehicle, every day, and prior to its use in the COUNTY, provided such inspections do not inhibit, interfere or delay the PROVIDER's ability to perform services under this agreement.

ARTICLE 8. EMPLOYEES AND SUPERVISORS

8.1 SUPERVISORS

The PROVIDER shall assign a qualified person or persons to be in charge of the operations within the Service Area that shall be responsible to the Environmental Manager and shall be accessible at reasonable times of call. The PROVIDER shall give the names and day and night telephone numbers of these persons to the COUNTY. The PROVIDER shall notify the COUNTY within twenty-four (24) hours of any supervisory staff changes. Supervisory personnel must be present to direct operations in a satisfactory manner. Said supervisor(s) must be available for consultation with the Environmental Manager within a reasonable, practicable time after notification of a request for such consultation. The supervisor(s) shall operate a vehicle, which is radio equipped.

8.2 CONDUCT OF EMPLOYEES

8.2.1 The PROVIDER shall see to it that its employees serve the public in a courteous, helpful and impartial manner. Collection shall be made with as little noise and disturbance as possible.

8.2.2 Any materials spilled by the PROVIDER or its employees shall be picked up immediately by the PROVIDER.

8.2.3 PROVIDER's Collection employees will be required to follow the regular walk for pedestrians while on private property. No trespassing by employees will be permitted, nor crossing property of neighboring premises unless residents or owners of both such properties shall have given permission.

8.2.4 Care shall be taken to prevent damage to property including cans, carts, racks, trees, shrubs, flowers and other plants. Any property of others damaged by the PROVIDER or its employees shall be repaired or replaced promptly by the PROVIDER at its sole expense and within a reasonable period of time as approved by the Environmental Manager.

8.2.5 Each vehicle operator shall at all times carry a valid driver's license for the type of vehicle that is being driven.

8.2.6 The PROVIDER shall provide operating and safety training for all personnel.

8.2.7 The PROVIDER's collection employees shall wear a uniform or shirt bearing the company's name.

ARTICLE 9. COMPLAINTS

PROVIDER shall take reasonable steps to remedy the cause of valid customer complaints received by the PROVIDER, from the COUNTY or the customer, within twenty-four (24) hours of receipt of each complaint. The PROVIDER shall maintain a customer complaint log as required in Article 10 herein.

ARTICLE 10. RECORD KEEPING AND REPORTING

10.1 RECORD KEEPING

10.1.1 The PROVIDER shall maintain a record of all customer names, addresses, account statuses and payment history, and a record of all complaints, requests, issues or concerns. The COUNTY shall have access to this data listing the name and address of the person, the nature of the communication, the time recorded and the time of resolution. All complaints, requests, issues, or concerns whether received via telephone, fax or electronic transmission shall be logged.

10.1.2 Customer Complaint Log: PROVIDER shall maintain a log of all calls received from customers directly or through the COUNTY. The log shall include the date when the call was received by the PROVIDER, customer name and address, purpose for the call, the time and date the call was received, the time and date the complaint was resolved, and a description of how each complaint was resolved. The log should specifically identify missed Collections and legitimate complaints.

10.2 REPORTING

The PROVIDER shall submit the Customer Complaint Log monthly in electronic format to the Environmental Manager within seven (7) Days after the end of the month.

10.3 OTHER REPORTS, DOCUMENTS AND NOTIFICATIONS

10.3.1 Collection Routes and Schedule Changes: PROVIDER shall electronically submit a description and color-coded map, in a format acceptable to the Environmental Manager, of all routes on or before January 2, 2015. PROVIDER shall also electronically submit a description and revised color-coded map of all route and schedule changes, including service levels, at least thirty (30) days prior to implementation of such changes or in accordance with an alternate notification deadline approved by the Environmental Manager.

10.3.2 Collection Schedule Delays: PROVIDER shall notify the Environmental Manager of any delays greater than 24 hours in the daily Collection schedule (e.g. disabled trucks, accidents or shortage of staff causing route delays) within two (2) hours of occurrence.

10.3.3 Updated Vehicle and Equipment List: PROVIDER shall report any changes in the fleet of vehicles and equipment in writing to the Environmental Manager in the monthly report following such change.

10.3.4 Accidents and Property Damage: PROVIDER shall notify the Environmental Manager of any accidents involving damage to public or private property by the PROVIDER's staff or vehicles while performing duties under this agreement within twenty-four (24) hours of occurrence or within twenty-four (24) hours of PROVIDER's becoming aware of the damage, whichever occurs first.

10.4 GENERAL RECORD KEEPING AND REPORTING REQUIREMENTS

10.4.1 PROVIDER shall cooperate with the Environmental Manager in providing every reasonable opportunity for ascertaining whether or not the duties and responsibilities of the PROVIDER are being performed.

10.4.2 Trade secret information, as defined by Florida Statutes, provided by the PROVIDER pursuant to this Agreement shall not be made public record and shall not be disclosed by the COUNTY without PROVIDER's approval.

ARTICLE 11. FEES, BILLING, RATES AND PAYMENT

11.1.1 The PROVIDER is solely responsible for all billing and collections in association with this Agreement. Billing to subscribing residents for collection services shall be quarterly in advance. There shall be a minimum initial non-refundable subscription period of three (3) months; thereafter there shall be no minimum service period. Subscribers may suspend service and billing at any time after the initial subscription period, and shall be entitled to a prorated refund for the remaining paid service. However, PROVIDER may charge a fee for reinstituting a customer's service more than two (2) times within a calendar year; otherwise, there will be no charge for suspending or reinstituting service. Additional or bear resistant rollout carts may be requested at any time and are not subject to a delivery fee. Any account outstanding after 30 days shall be deemed delinquent and subject to a \$3.00 rebilling fee. Accounts outstanding after 45 days will be subject to an interruption of service and/or cancellation, at the discretion of the PROVIDER. Prior to reinstatement of service, delinquent accounts must be current. There will be no fee or penalty to reinstate service to delinquent accounts however; PROVIDER may require a refundable deposit equal to one (1) quarterly charge as well as pay for the quarterly service at the time of reinstatement. PROVIDER has the right to refuse service to any account where service has been interrupted two or more times within a calendar year for non-payment.

11.1.2 PROVIDER's fees are listed in Exhibit "B," attached hereto. These fees may be adjusted by PROVIDER during the term of this Agreement pursuant to Paragraph 11.2.

11.1.3 The PROVIDER shall not bill customers for any additional charges above and beyond what is stated in this Agreement without prior approval from the Environmental Manager.

11.2 On January 1, 2016, and January 1 of each subsequent year of this Agreement, the fees listed in Exhibit "B" may be adjusted by the PROVIDER based on the percentage change in the CPI for the twelve (12) months ending on the preceding October 31st. The fee adjustment each year may not exceed four percent (4%) of the prior year's quarterly collection rate.

11.3 The PROVIDER may petition the COUNTY to adjust fees based on change in law or regulation (Change in Law) or for other extraordinary circumstance, including but not limited to an increase in the price paid by PROVIDER for compressed natural gas of twenty-five percent (25%) or more from the price it paid at the time this Agreement is executed. Any such request shall be supported by full documentation establishing the reasons therefore. The COUNTY shall be entitled to audit the PROVIDER'S financial and operational records directly related to the PROVIDER'S request in order to verify the increase in costs and the reasons therefore.

11.4 In addition to the above, PROVIDER may pass through to the customer changes in the disposal fees at COUNTY's Designated Disposal Facility. The rate adjustment to the customer will be limited to PROVIDER's increased costs and will be effective on the date of the change in the disposal fees.

ARTICLE 12. ADMINISTRATIVE FEE

The PROVIDER shall pay the COUNTY an Administrative Fee in the amount of \$38,000 annually on or before January 1.

ARTICLE 13. INSURANCE

13.1 Throughout the term of this Agreement, and any extensions thereof, PROVIDER shall maintain automobile insurance and workers' compensation insurance in amounts equal to or greater than that described on Exhibits C and D, respectively. COUNTY shall be listed as an Additional Insured on the automobile insurance policy.

ARTICLE 14. INDEMNITY

14.1 Indemnity. Each Party ("*Indemnitor*") shall defend, indemnify, and hold harmless the other Party and its employees, officers, owners, directors, agents and subcontractors (collectively, "*Indemnitees*") from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including reasonable attorneys' fees (collectively, "*Damages*"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or payout to the extent directly or indirectly caused by or arising from or in connection with any breach of this Agreement by, or negligent actions or omissions of, Indemnitor, its employees, officers, owners, directors, agents or subcontractors. Such indemnity shall be limited to exclude Damages caused by or arising from or in connection with the sole negligence or willful misconduct of any of the Indemnitees.

ARTICLE 15. ACCESS TO RECORDS

The COUNTY may audit the PROVIDER at any reasonable time and shall always have reasonable access to PROVIDER's billing records and customer lists which pertain to this franchise. The COUNTY reserves the right to request an annual audit of the PROVIDER's billing records and customer list prepared at the PROVIDER's cost.

ARTICLE 16. HAZARDOUS WASTE, BIOMEDICAL WASTE, AND BIOLOGICAL WASTE

The PROVIDER shall not be required to collect and dispose of Infectious Waste, Hazardous Waste, Biomedical Waste or Biological Waste, but may offer such service in the service area. All such Collection and Disposal for those types of waste in this Article, when done by the PROVIDER, shall be in strict compliance with all Federal, State and Local laws and regulations.

The PROVIDER shall refuse to collect Solid Waste from a customer if the PROVIDER believes that such Solid Waste contains Infectious Waste, Hazardous Waste, Biomedical Waste or Biological Waste for Collection.

ARTICLE 17. MODIFICATIONS

17.1 MODIFICATIONS TO LEVEL OF SERVICE

The COUNTY, at its sole discretion, may modify the level of Collection provided under the Agreement if it is determined to be in the best interest of the COUNTY or to comply with changes in laws and regulations. The COUNTY and the PROVIDER agree to negotiate in good faith any impacts of such modifications and a reasonable timeframe for implementation, and shall reduce same to writing and shall execute same as amendments to this Agreement.

17.2 MODIFICATIONS TO SCOPE OF SERVICE

17.2.1 The COUNTY and PROVIDER agree to negotiate an amendment to this agreement should the COUNTY determine, at its sole discretion, that the scope of the Agreement should include Collection not originally included in the Scope of Services of this Agreement. The COUNTY and PROVIDER agree to negotiate any impact of such modification of the Scope of Services in good faith, and shall reduce same to writing and shall execute same as amendments to the franchise.

17.2.2 The COUNTY reserves the right to negotiate with the PROVIDER to amend this Agreement as may be necessary to achieve the State's seventy-five percent (75%) recycling goal.

17.2.3 During the term of this Agreement, the COUNTY may wish to conduct pilot studies. The PROVIDER shall cooperate with the COUNTY in conducting such pilot studies. If such pilot studies have cost implications, the PROVIDER shall enter into good faith negotiations with the COUNTY for additional services provided by the PROVIDER to carry out pilot studies and compensation for same.

ARTICLE 18. COOPERATION/COORDINATION

The COUNTY and its Environmental Manager shall be permitted free access during normal business hours at every facility for the inspection of all work, equipment and facilities of the PROVIDER which are related to PROVIDER'S providing services in Santa Rosa County. The PROVIDER shall cooperate with the Environmental Manager of the COUNTY in every reasonable way in order to facilitate the progress of the work contemplated under this Agreement. The PROVIDER shall have at all times a competent and reliable English speaking representative on duty authorized to receive orders and act for PROVIDER.

ARTICLE 19. STORMS AND HURRICANES

In case of a storm or hurricane, the Environmental Manager may grant the PROVIDER reasonable variance from regular schedules and routes. As soon as practicable after such storm, the PROVIDER shall advise the Environmental Manager and the customer of the estimated time required before regular schedules and routes can be resumed. In the event the COUNTY desires that PROVIDER aid the COUNTY's storm cleanup contractor, PROVIDER's cleanup activities shall be by way of a written contract specific to that event. Rates, costs and specific cleanup activities shall be set forth therein. In the event of such storm or hurricane emergency, the COUNTY reserves the right to assign route or pick-up priorities as deemed necessary by the Environmental Manager.

ARTICLE 20. LIQUIDATED DAMAGES

20.1 Any customer complaint will be addressed between PROVIDER and customer within twenty-four (24) hours from the time the PROVIDER is notified of that complaint. If not resolved within that time-frame, PROVIDER will notify COUNTY, and they will work together to address the issue. If the matter is not reasonably resolved within forty-eight (48) hours from the time the PROVIDER was first notified of the customer complaint, the COUNTY may impose a \$50 per incident per day liquidated damages assessment. Examples of such occurrences include but are not limited to:

- (a) Failure or neglect to provide Collection to any Dwelling Unit in the service area;
- (b) Failure to clean-up spillage caused by the PROVIDER. In addition to the liquidated damage cost, the COUNTY may charge the cost of cleanup of such locations;
- (c) Failure to maintain and/or submit to the COUNTY all documents and reports required under the provisions of the Agreement;

- (d) Failure to clean up leaking vehicle fluids from the PROVIDER's vehicles on roads or sides of roads; and
- (e) Failure to maintain equipment in a clean condition.

20.2 Beginning March 1, 2015 and continuing thereafter, Complaint related telephone calls received by the COUNTY in excess of twenty-five (25) per week shall result, at the COUNTY's discretion, in a \$50 per incident liquidated damages assessment. These liquidated damages assessments will be in addition to any assessments assessed per Paragraph 22.1 of this Agreement. However, complaints resolved within 24-hours of the call shall not count towards the total number of twenty-five.

20.3 In the event the PROVIDER wishes to contest such assessment(s), the PROVIDER shall, within five (5) calendar days after receiving such notice, request in writing an opportunity to be heard by the COUNTY Administrator. In the event the PROVIDER wishes to contest the COUNTY Administrator's decision, the PROVIDER shall, within five (5) calendar days after receiving such notice, request in writing an opportunity to be heard by the Board and present its defense to such assessment(s). The COUNTY's Environmental Manager shall notify the PROVIDER in writing of any action taken with respect to PROVIDER's claims and the decision of the Board will be final.

ARTICLE 21. DEFAULT AND DISPUTE OF THE AGREEMENT

The COUNTY may terminate this Agreement, except as otherwise provided below in this paragraph, by giving PROVIDER fifteen (15) days advance written notice, upon the happening of anyone of the following events:

- (a) The PROVIDER takes the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or a petition or answer seeking readjustment of its indebtedness under the Federal United States, or any state thereof, or consent to the appointment of a receiver trustee, or liquidator of all or substantially all of its property; or,
- (b) By order or decree of a court, the PROVIDER shall be adjudged bankrupt, or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the PROVIDER seeking its reorganization or the readjustment of its indebtedness under federal bankruptcy laws or under any law of statute of the United States or of any state thereof; provided that, if any such judgment is stayed or vacated within sixty (60) days after the entry thereof, any notice of cancellation shall be and become null, void, and of no effect; or,
- (c) By or pursuant to or under authority of any legislative act, resolution, or rule, or any order or decree of any court or government board, agency, or office having jurisdiction, a receiver, trustee, or liquidator shall take possession or control of all or substantially all of the property of the PROVIDER and such possession of control shall continue in effect for a period of sixty (60) days; or,
- (d) The PROVIDER shall voluntarily abandon, desert, or discontinue its operation hereunder granted.

Then such shall be considered a material breach of this Agreement and the Authorized Representative shall notify the PROVIDER in writing of the breach. If within a period of fifteen (15) days the PROVIDER has not eliminated the conditions considered to be a breach of contract or having so commenced shall fail thereafter to continue with diligence the curing thereof, the Environmental Manager shall notify the Board. After these fifteen (15) days the COUNTY can cause the PROVIDER to be obligated to pay the COUNTY the amount specified in the bond and has the authority to terminate this Agreement.

ARTICLE 22. FORCE MAJEURE

22.1 INABILITY TO PERFORM

Except for any payment obligation by either party, if the COUNTY or PROVIDER is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the COUNTY or PROVIDER to correct the adverse effect of such event of force majeure.

22.2 EVENTS OF FORCE MAJEURE

An event of "force majeure" shall mean the following events or circumstances to the extent that they delay the COUNTY or PROVIDER from performing any of its obligations (other than payment obligation) under this Agreement:

- (a) Strikes and work stoppages unless caused by a negligent act or omission of PROVIDER or its agents or assignments;
- (b) Acts of God, tornado, hurricanes, floods, sinkholes, fires and explosions (except those caused by negligence of PROVIDER, its agents, and assignments), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;
- (c) Acts of public enemy acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities; and,
- (d) Suspension, termination or interruption of utilities necessary to the operation of the duties under this Agreement.
- (e) Economic hardship of the PROVIDER shall not be considered an event of force majeure.

22.3 WRITTEN NOTIFICATION

In order to be entitled to the benefit of this Article, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to diligently proceed to correct the adverse effect of any force majeure. The parties agree that, as to this paragraph, time is of the essence.

ARTICLE 23. OTHER TERMS AND CONDITIONS

23.1 ASSIGNMENT OF PROVIDER RIGHTS

PROVIDER cannot assign, subcontract, sell or transfer any rights occurring under the Agreement without first obtaining the express written approval of the Board. The Board shall have full discretion to approve or deny, with or without cause, any subcontract, any proposed assignment or assignment by PROVIDER. Any assignment or subcontract of this Agreement by the PROVIDER without the express written consent of the Board shall be grounds for the Board to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to PROVIDER. Upon the date of such notice, this Agreement shall be deemed immediately terminated.

23.2 INDEPENDENT CONTRACTOR

It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing the relationship of co-partners between the parties hereto, or as constituting the PROVIDER as the agent, representative or employee of the COUNTY for any purpose whatsoever. The PROVIDER is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

The PROVIDER shall be solely responsible for the acts and omissions of its officers, agents, employees, permitted contractors and permitted subcontractors.

23.3 COMPLIANCE WITH STATE, FEDERAL AND MUNICIPAL LAWS

23.3.1 The PROVIDER shall comply with all applicable COUNTY, State and Federal laws relating to wages, hours, and all other applicable laws relating to the employment or protection of employees, now or hereafter in effect.

23.3.2 The PROVIDER is required and hereby agrees by execution of this PROVIDER to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standard Act as amended and changed from time to time.

23.4 LAW TO GOVERN, VENUE, JURISDICTION

This Agreement shall be governed by the laws of the State of Florida. The parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Santa Rosa County, Florida, and that, therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the Circuit Court of the First Judicial Circuit, in and for Santa Rosa County, Florida. Additionally, COUNTY and PROVIDER knowingly and willingly hereby waive their respective rights to have any such disputes or claims decided by a jury; instead, their sole relief shall be via a bench trial in which the judge alone sits as the finder of fact.

23.5 PERMITS AND LICENSES

The PROVIDER shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain the same in full force and effect. As part of this Agreement, COUNTY will approve and issue Santa Rosa County residential and commercial solid waste hauler permits to the ECUA. ECUA will pay established permit fees.

23.6 NON-DISCRIMINATION PROVISIONS

PROVIDER shall not, on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner, against said PROVIDER's employees or applicants for employment (as provided in Title VI of the 1964 Civil Rights Act, and the Florida Civil Rights Act of 1992). Furthermore, PROVIDER shall comply with all applicable Federal and State Laws, Executive Orders and Regulations prohibiting discrimination as herein above referenced are included by this reference thereto including Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

PROVIDER warrants that it is qualified to enter into this contract in accordance with the provisions of the Florida Public Entity Crime Statute, Section 287.133, Florida Statutes.

23.7 ILLEGAL PROVISIONS

In case anyone or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions has not been sated herein.

23.8 MODIFICATION

The terms and conditions of this Agreement may be modified from time to time by mutual agreement of the parties as evidenced by a written agreement duly executed by both parties hereto or their representatives. No modification or amendment of this franchise shall be valid and effective unless evidenced by the require agreement in writing.

23.9 REMEDIES CUMULATIVE

Except as otherwise expressly provided herein, no remedy herein conferred upon any party is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any part of any right, power or remedy hereunder shall preclude any other or further exercised thereof.

23.10 HEADINGS

The headings contained in this Agreement are for convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.

23.11 NOTICES

All notices required or permitted hereunder shall be in writing and shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) when sent by facsimile with written confirmation of receipt if sent during the normal business hours of the recipient, or if not, then on the next business day, (iii) five business days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) one business day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All such notices shall be sent to the party to be notified, as follows:

If to COUNTY:

Environmental Manager
6065 Old Bagdad Highway
Milton, Florida 32583

With copies to:

County Administrator;
6495 Caroline Street, Suite D
Milton, Florida 32570

And

County Attorney
6495 Caroline Street, Suite C
Milton, Florida 32570

And:

If to PROVIDER:

Stephen E. Sorrell, Executive Director
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514

With a copy to:

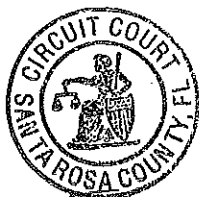
Randy Rudd, Deputy Executive Director-Shared Services
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514

Changes in respective addresses to which such notices may be directed may be made from time to time by either party by notice to the other party.

23.12 CONTRACT PARTY

In the event other Solid Waste Franchise agreements entered into by the COUNTY, during the term of this agreement, provide others with more favorable contract terms than represented in this agreement, COUNTY agrees to amend this agreement to reflect similar terms and/or conditions if substantially similar circumstances exist for both this PROVIDER and the PROVIDER which is party to the other said agreement.

(SEAL)



ATTEST:

By: Donald C. Spencer
Donald C. Spencer, Clerk of Court

SANTA ROSA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: Don Salter
Don Salter, Chairman

BCC APPROVED: November 18, 2014



ATTEST:
By: [Signature]
Secretary

EMERALD COAST UTILITIES AUTHORITY, a local governmental body, corporate and politic, acting by and through its duly authorized BOARD

By: Lois Benson
Larry Walker, Chairman
Date: 11-20-2014

EXHIBIT A - FRANCHISE MAP

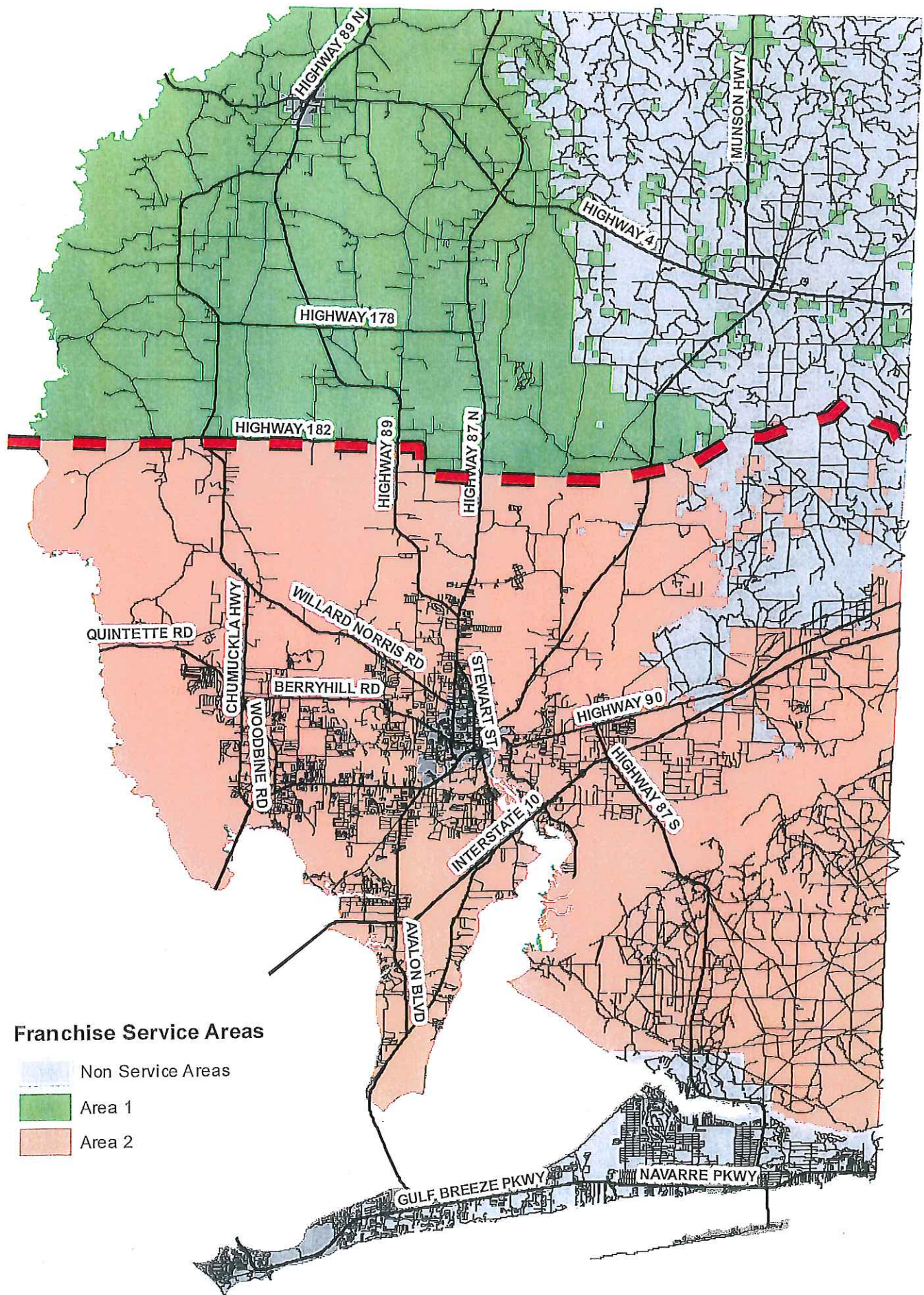


Exhibit "B"

Pricing Schedule

Combined Franchise Area "1 & 2"

(Area 1 & 2 on Attachment 1.)

Service Choice	Service		Cost/Quarter	
			65 Gal	95 Gal
1	2 Garbage & 1 Recycle weekly. 1 Yard Waste bi-weekly. White goods / Bulk Items on demand. Includes mandatory side door pick-up for handicapped		\$49.77	\$51.27
	Ancillary Cost (A-1, A-2 & A-3) May be requested by customer – cost specified shall reflect add-on cost to Options 1 & 2 above.			
A - 1	Side Door Collection : garbage – recycle – Non-handicap	Service Choice 1	\$69.90	\$69.90
A - 2	Additional standard barrel(s) (if requested) Cost should reflect additional fee per barrel.	Service Choice 1	\$9.39	\$9.39
A - 3	Bear resistant barrel(s) (if requested) Cost should reflect additional fee per barrel.	Service Choice 1	\$12.00	\$12.00

**FLORIDA MUNICIPAL INSURANCE TRUST
AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE
DECLARATIONS**

I. DESIGNATED MEMBER:

Emerald Coast Utilities Authority

Agreement No.: FMIT #0162

II. GOVERNMENT DESCRIPTION

Other

III. COVERAGE PERIOD

From 10/01/2014 to 10/01/2015 12:01 A.M. Standard Time at the address of the Designated Member

IV. AUTOMOBILE

	Premium Basis	Deductible/ Type	Limit	Net Premium
1. Automobile Liability	Per Schedule	\$25,000 DSL	\$1,000,000	\$148,637
Number of Vehicles: 408				
2. Uninsured Motorists Protection			N/A	N/A
3. Personal Injury Protection			\$10,000	Included
4. Automobile Medical Payments			N/A	N/A
5. Automobile Physical Damage	Per Schedule	Per Schedule	N/A	\$35,968

V. This Agreement includes these endorsements and schedules: See Schedule B

VI. ESTIMATED ANNUAL PREMIUM

Florida Municipal Insurance Trust (FMIT)

**Normal
Premium
\$184,605**

Florida League of Cities Sponsored Insurance Programs Since 1977

THIS DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON
CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED
AGREEMENT.

**FLORIDA MUNICIPAL INSURANCE TRUST
WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE AGREEMENT
DECLARATIONS**

I. DESIGNATED MEMBER: **Agreement No.: FMIT #0162**

Emerald Coast Utilities Authority

II. GOVERNMENT DESCRIPTION

Other

III. COVERAGE PERIOD

From 10/01/2014 to 10/01/2015 12:01 A.M. Standard Time at the address of the Designated Member

IV. A. Workers Compensation Insurance: Part One of the Agreement applies to the Workers Compensation Law of the state of Florida:

B. Employers Liability Insurance: Part Two of the Agreement applies to work in each state listed in item IV.A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$1,000,000 each accident
Bodily Injury by Disease \$1,000,000 policy limit
Bodily Injury by Disease \$1,000,000 each employee

C. Other States Insurance: if any

D. This Agreement includes these endorsements and schedules: See Schedule D

V. ESTIMATED ANNUAL PREMIUM

Florida Municipal Insurance Trust (FMIT)

Normal Premium	Expense Constant	Net Premium
\$182,298	\$200	\$182,498

Florida League of Cities Sponsored Insurance Programs Since 1977

THIS DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE
COMMON CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE
NUMBERED AGREEMENT.